

Trish Enloe

From: Trish Enloe <trish@bakerandbaker.com> Attorney Tom Baker's office
Sent: Friday, October 03, 2014 2:35 PM
To: Tyson Nash (nashty18@gmail.com); branford@lakings.com
Subject: FW: Kenner v. Kaiser
Attachments: SCAN3192_000.pdf

Hey guys, this is the email I sent to A/A Galioto today at around 2:30 p.m. If either one of you know of any other text or emails relating to the PV property please let me know and I will forward them on.

Kaiser's admissions were months after he denied signing any of them in his initial intervenor reply...

From: Trish Enloe [mailto:trish@bakerandbaker.com]
Sent: Friday, October 03, 2014 2:29 PM
To: matthew.qalioto@ic.fbi.gov
Subject: Kenner v. Kaiser

Intervening in the Arizona civil litigation on behalf of Kaiser and Berard -- while they were all working with Jowdy in 2014...

S/A Galioto,

Attached are all of the text messages and emails regarding the Paradise Valley property that I have located to date. I will forward the MLS listings to you as soon as they are obtained. Upon review of the text messages and emails; the MLS listings; Philip Kenner's American Express monthly statements for 2008 through 2010 showing numerous expenditures believed to be related to the purchase/renovation/sale of the property; banking records showing Kaiser, Berard, Nash, Ranford, Sydor, Khristich, and, Lehtinen all sending monies to Kenner; the promissory notes themselves; John Kaiser's admission that he signed two of the promissory notes; and, Kaiser's statements/admissions to Tyson Nash, I believe you will reach the same conclusion that these documents clearly prove Kaiser, Berard and Kenner were all partners in the purchase, fix up/renovation of the property and subsequent sale of the property. The recorded documents show that towards the end, Kaiser and Berard cut Kenner out of their deal and are now attempting to keep all of the equity proceeds from the sale of the property for themselves without paying off my Clients' promissory notes. I do not know what your interest in this matter would be since it is a civil matter being litigated among my five clients and Kaiser/Berard. Any questions, please do not hesitate to reply to this email address.

Thornas M. Baker
5050 N. 8th Place #10
Phoenix, Arizona 85014
Office: 602-279-1644
Fax: 602-263-9028
E-mail: tricia@bakerandbaker.com

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE PERSON TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION WHICH IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY. DISSEMINATION, DISTRIBUTION OR COPYING THIS COMMUNICATION IS PROHIBITED.

Message

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Rules

PLEASE SIGN and FAX to me - Sent Items

PHIL KENNER

Sent: Sunday, October 4, 2009 6:13 PM

To: John Kaiser

PROMISSORY NOTE_Sydon 8224 loan.doc.zip (10 KB)

Fax: (646) 827-0832

Thanks. Phil

PLEASE SIGN and FAX to me

Preview

Ranford - Sent Items

Ranford

PHIL KENNER

Sent: Wednesday, May 26, 2010 1:10 PM

To: John Kaiser

[PROMISSORY NOTE Ranford 8224 loan.doc.zip \(10 KB\)](#) [Preview](#)

Please call Billy at 316-216-2713 to say thank you. Bill is a great guy. I will fill you in when I see you. Start to look at flights to Cabo next Thursday.

pk

May 12 10 01:34p

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PROMISSORY NOTE

\$100,000.00 [US]

FOR VALUE RECEIVED, the undersigned, John R. Kaiser, Shangri-La Trust 2002, (hereinafter referred to as "Maker"), promises to pay to the order of William Ranford (hereinafter referred to as "Payee"), located at _____, or at such other place as the Payee may from time to time designate in writing, the principal sum of \$100,000.00 within 7 days of the sale of the house located at 8224 North Golf Drive, Paradise Valley, AZ. Interest will be paid at an annual rate of 15% paid in full per the terms of the note.

[a] Due & Payable. The entire outstanding principal balance of this Note shall be due and payable in full within 7 days of the sale of the house located at 8224 North Golf Drive, Paradise Valley, AZ. This Note may be prepaid in whole or in part at any time without penalty or premium. Any partial payments shall be made first towards any fees, costs, then interest, then principal due. In the event the period of the loan extends through the annual date of this agreement, interest will be paid for the first year with principle to remain outstanding until due per the terms of the agreement.

[b] Choice of Law. This Note and the instruments securing it are to be governed, interpreted and construed by, through and under the laws of the State of Arizona.

[c] Debtors' Collateral Assignment. This Note is secured by 8224 North Golf Drive, Paradise Valley, AZ, as described. The principle and interest due on the loan will be payable immediately following the repayment of the first loan on the property due to the mortgage bank.

[d] Default. Each of the following events shall constitute default hereunder: [1] Failure to pay when due; [2] assignment of this note to Makers' creditors; [3] Filing of bankruptcy against the Maker; [4] Insolvency of Maker.

[e] Cure. Upon notice from Payee, Maker shall have 15 days to cure any defaults.

[f] Facsimile. Facsimile signatures are binding on both parties.

[g] Modifications. Any modification to the terms hereunder shall be evidenced in a writing signed by both parties.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on or before May 23, 2010.

x John R. Kaiser

May 12 10 01:34p

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John R. Kaiser
8224 North Golf Drive
Paradise Valley, AZ